

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Bernard C. Nelson and Carlos M. LugtuApplication No./Patent No./Control No.: 7,019,642 Filed/Issue Date: March 28, 2006Entitled: Wide Area Multipurpose Tracking System

C.H.I. Development Mgmt. Ltd. XX, LLC

, Limited Liability Company

(Name of Assignee)

(Type of Assignee: corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title, and interest  
(The extent (by percentage) of its ownership interest is \_\_\_\_\_ %)

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or a true copy of the original assignment is attached.

**OR**

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

- From Medical Tracking Systems, Inc. To: Headwater Systems, Inc.  
The document was recorded in the United States Patent and Trademark Office at Reel 021773, Frame 0060, or for which a copy thereof is attached.
- From Headwater Systems, Inc. To: C.H.I. Development Mgmt. Ltd. XX, LLC  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
- From \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: a separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

/Peter J. McAndrews/  
Signature

February 11, 2009  
Date

Peter J. McAndrews  
Registration No. 38,547  
Printed or Typed name

312-775-8000  
Telephone Number

Attorney/Agent of Record  
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

## Schedule A

### ASSIGNMENT OF PATENTS

This Assignment of Patents ("Assignment") is made and entered into on this 30 day of Oct. 2008, by and between:

Minnesota  
Headwater Systems, Inc. a Corporation, with a principal place of business at 10911 West Highway 55 Minneapolis, MN 55441 ("ASSIGNOR"); and

C.H.I. Development Mgmt. Ltd. XX, LLC, a Delaware LLC, with a principal place of business at 2711 Centerville Road, Suite 400, Wilmington, DE ("ASSIGNEE").  
19606

WHEREAS, ASSIGNOR has agreed to assign and transfer to ASSIGNEE all right, title and interest in and to the Assigned Patents (as defined below).

NOW, THEREFORE, in consideration of the sum of one hundred dollars (US\$100.00), the agreements related to this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR, intending to be legally bound, and upon the terms set forth herein, agrees as follows:

ASSIGNOR does hereby irrevocably assign, sell, transfer and set over to ASSIGNEE its entire right, title and interest in, to and under the patents and patent applications set forth on Attachment A attached hereto, including all rights pursuant to 35 U.S.C. § 154 any and all letters patents issuing from any continuing, divisional and continuation-in-part applications; any requests for continuing examination, substitutions, reissues, extensions, renewals and reexaminations of any of the foregoing; all inventions and discoveries described in any of the foregoing; and all rights to apply in any country for any foreign counterpart, certification of invention or other governmental grant or issuance corresponding to any of the foregoing throughout the world (collectively, the "Assigned Patents"), including any and all past, present and future causes of action and other enforcement actions (including, without limitation, for injunctive remedies and relief) and rights to damages and profits, due or accrued, relating to any of the foregoing, including the right to sue and recover for, and the right to profits and damages, due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilutions. The assignment of the Assigned Patents includes all documents related to the conception, diligence and reduction to practice of the inventions disclosed in the Assigned Patents and all domestic and international patent filing documents.

The terms and conditions of this Assignment will inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives and will be binding upon ASSIGNOR, its successors, assigns and other legal representatives.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment of Patents to be executed by its duly authorized representative on the date set forth below.

ASSIGNOR:

Headwater Systems, Inc.

Entity Name: Headwater Systems, Inc.

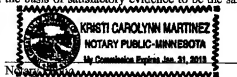
By: Alex A. Jeistad

Printed Name: Alex A. Jeistad

Title: CEO

On this 8<sup>th</sup> day of Sept, 2008, before me, a Notary Public, appeared Alex F. Ebel, who is personally known to me or proved to me on the basis of satisfactory evidence to be the same person whose name is subscribed to this Assignment document.

Witness my hand and official seal:



**ATTACHMENT A**

<u>Jurisdiction</u>	<u>Title</u>	<u>Appl. Number</u>	<u>Filing Date</u>	<u>Issue No.</u>	<u>Issue Date</u>
US	Wide area multipurpose tracking system	08/412,646	3/29/1995		
US	Wide area multipurpose tracking system	08/540,943	10/11/1995	6,333,690	12/25/2001
US	Wide area multipurpose tracking system	09/971,260	10/4/2001	6,653,937	11/25/2003
US	Wide area multipurpose tracking system	10/648,036	8/26/2003	7,019,642	3/28/2006
US	Wide area multipurpose tracking system	11/340,427	1/26/2006		